



4. Temporary Residences Prohibited. No housetrailer, mobile home, tent, shack or temporary structure of any nature shall be located on any lot or used at any time as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
5. Signs. No sign or billboard of any description shall be displayed on any lot, other than private name plates or signs for identification of the residents, and signs advertising the property "For Rent" or "For Sale". Only one (1) "For Rent" or "For Sale" sign shall be allowed, and shall be of a maximum five (5) square feet in area.
6. Other Prohibited Uses. (A). No noxious or offensive trade or activity shall be carried on or maintained on any lot or part of any lot, nor shall any use be made of any portion of said property which may be or become an annoyance or nuisance to the neighborhood.
- B. No domesticated farm animals or fowls shall be kept on the property, it being the intention of the developers that only non-violent domesticated household pets shall be permitted. No allowed animals shall be permitted to run free, and all such animals should be properly leashed and personally escorted when not secured on the owners lot by chain.
- C. Unsightly inoperative junk cars, large trucks, buses, or other like eyesore cannot be maintained or stored on the property either prior to or after the residence thereon has been erected. This prohibition does expressly preclude parking or storage of recreational vehicles within the subdivision, including, but not limited to, boats, motor homes and trailers. The developer shall have the right to have all such prohibited objects removed from lot at the lot owner's expense, with the costs incurred being a lien against the subject property until paid by the lot owner.
- D. Fuel tanks and similar storage facilities shall not be allowed.
- E. Each lot owner shall provide receptacles for garbage in a screened area on his lot not visible from the street or road or other lots.
- F. All light bulbs and other lights installed in any fixture located on the exterior of any building or any lot shall be clear, white or non-frost lights or bulbs.
- G. No outside radio or television antennas shall be erected on any lot or dwelling unit within the property, including satellite dishes, without the express written approval of the Declarant.
- H. No yard sales or garage sales shall be permitted upon any lot in the subdivision.
- I. The owner of each lot shall keep the lot mowed regularly and clear of any unsightly objects. In the event any owner of a lot within the subdivision fails to keep their lot clean and mowed, the Declarant shall have the right to enter upon the lot to mow or clear the lot at the Declarant's discretion. In the event Declarant, or Declarant's duly appointed agent or employee, cleans or mows any lot for another owner, Declarant shall have the right to assess the cost of cleaning and mowing to the said owner, with the assessed cost becoming a lien on the property as a lien for assessments assessed by the Declarant.
- J. Accessory buildings, storage facilities or other structures shall not be allowed on any lot without the approval of Declarant and a majority of the then lot owners.
- K. Each lot shall have a common driveway and the owners

of lots benefitting from all common driveways shall be responsible for one-half of all the maintenance and upkeep of said common driveway regardless of whether maintenance is required on both sides of the driveway. Each owner shall have the right to make repairs to any portion of said common driveway and no owner shall subject any common driveway or parking area to use by any vehicle larger than a 1 1/2 ton pickup truck. All moving vans or vehicles larger than the above stated must be parked on the street. Any violation of this restriction shall result in an assessment by the Declarant to the lot owner responsible for all damage occurring as a result of oversized vehicles using said common driveways and parking areas.

L. Each purchaser of a lot shall deposit \$800.00 to be held in escrow by Calder & Calder, Attorneys for the purpose of construction a privacy fence along the south lot line. Said fence shall be constructed by Declarant no later than after the sale of twelve (12) lots. If a lot is purchased following construction of said fence, the lot purchaser shall reimburse Declarant \$800.00 for said fence. Ongoing maintenance shall be done and the cost thereof shared on a prorata basis among the lot owners.

M. Each lot shall have a four foot sidewalk being consistent throughout said subdivision with the concrete subcontractor to be approved in advance by Declarant.

N. There shall be no other fence than the rear privacy fence aforementioned.

7. **Length of Covenants and Restrictions.** All covenants and restrictions herein shall run with the land and shall be binding on all parties owning lots in said subdivision for a period of twenty (20) years from the date hereof, at which time these covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of the majority of the then owners of said lots not under legal disability, it is agreed to revoke or amend the same. No amendment to these covenants, conditions and restrictions which acts to the detriment of the Declarant, their successors or assigns, shall be effective unless assented to expressly in writing by the Declarant.

Declarant retains the right to amend these Restrictions at any time prior to two (2) years from the date hereof without notification to or approval of lot owners in the subdivision. Any amendment so made by Declarant shall be effective as of recording of said amendment in the New Hanover County Register of Deeds Office.

8. **Severability.** Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other covenants herein, which shall remain in full force and effect.

9. **Violation of Restrictions.** If the parties hereto, or any of them, or their heirs and assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person, or persons, firms or corporation owning any real property situated in said subdivision to prosecute any proceeding at law or equity against the person or persons, firm or corporation violating or attempting to violate any such covenant and either to prevent him or them from so doing, recover damages or other dues for such violation, or force correction of such violation.

10. **RIGHTS RESERVED BY DECLARANT.** Declarant reserves unto themselves a perpetual, alienable right on, over and/or under the ground to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains and other equipment facilities necessary for the installation and use of electric, telephone, television, cable, gas, water, sewer or other public facilities, utilities or conveniences, in or over the front ten (10) feet of each lot and ten (10) feet along one side of each lot, and any such other areas as are designated on the duly recorded subdivision map covering McClelland Woods Subdivision recorded in

the New Hanover County Registry. The Declarant also reserves a like-right over the rear 10 feet of each lot in order to construct the common fence mentioned above.

A. The right to subject any and all portions of the property or lots to easements and contracts with electric, telephone, cable television, water and other utilities for the installation and maintenance of underground or overground cables, wires, pipes or other necessary equipment for the installation and maintenance of utilities, any of which may require an initial payment and continuing monthly payments for the use thereof by the owners of the lots within McClelland Woods Subdivision.

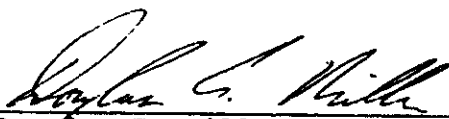
B. The right to place cable T.V. connection box on any property, and grant easement to the cable T.V. company to maintain the lines in connection boxes used to serve the subdivision with cable T.V.

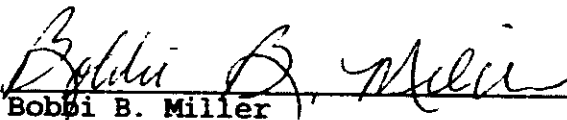
C. The right to improve drainage in McClelland Woods Subdivision in any area, or on any lot, by going upon or over any lot in the subdivision and doing such actions, including but not limited to ditching or filling, as are reasonably necessary to accomplish adequate drainage in the subdivision.


D. The right to form or require to be formed an association for the purpose of maintaining, repairing, replacing or otherwise change or repair any of the common or shared areas, including, but not limited to, the driveways and the fence.


12. Assignment of Declarant's Rights and Obligations. After the sale of the last lot in the subdivision the Declarant will assign to the lot owners all of the rights retained by Declarant. Declarant's obligations for maintenance and otherwise shall become obligations of the lot owners upon assignment of the developer rights. Rights transferred to the lot owners shall include, but not be limited to, the Declarant's rights for approval of construction or changes on lots, fence construction or changes, access rights, and all other rights set out in this Declaration.

IN WITNESS WHEREOF, the parties hereof have hereunto set their hand and seals, this the day and year first above written.

  
\_\_\_\_\_  
Douglas E. Miller (SEAL)

  
\_\_\_\_\_  
Bobbi B. Miller (SEAL)

  
\_\_\_\_\_  
Jerry D. Sellers (SEAL)

  
\_\_\_\_\_  
Holly C. Sellers (SEAL)

STATE OF NORTH CAROLINA  
COUNTY OF NEW HANOVER

I, Patricia M. Henley, a Notary Public of the County and State aforesaid, certify that Douglas E. Miller and wife, Bobbi B. Miller, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 29<sup>th</sup> day of December, 1995.

Patricia M. Henley  
Notary Public  
My commission expires:  
11-21-98



STATE OF NORTH CAROLINA  
COUNTY OF NEW HANOVER

I, Patricia M. Henley, a Notary Public of the County and State aforesaid, certify that Jerry D. Sellers and wife, Holly C. Sellers, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 29<sup>th</sup> day of December, 1995.

Patricia M. Henley  
Notary Public  
My commission expires:  
11-21-98



The foregoing Certificate(s) of Patricia M. Henley,  
**Notary Public**

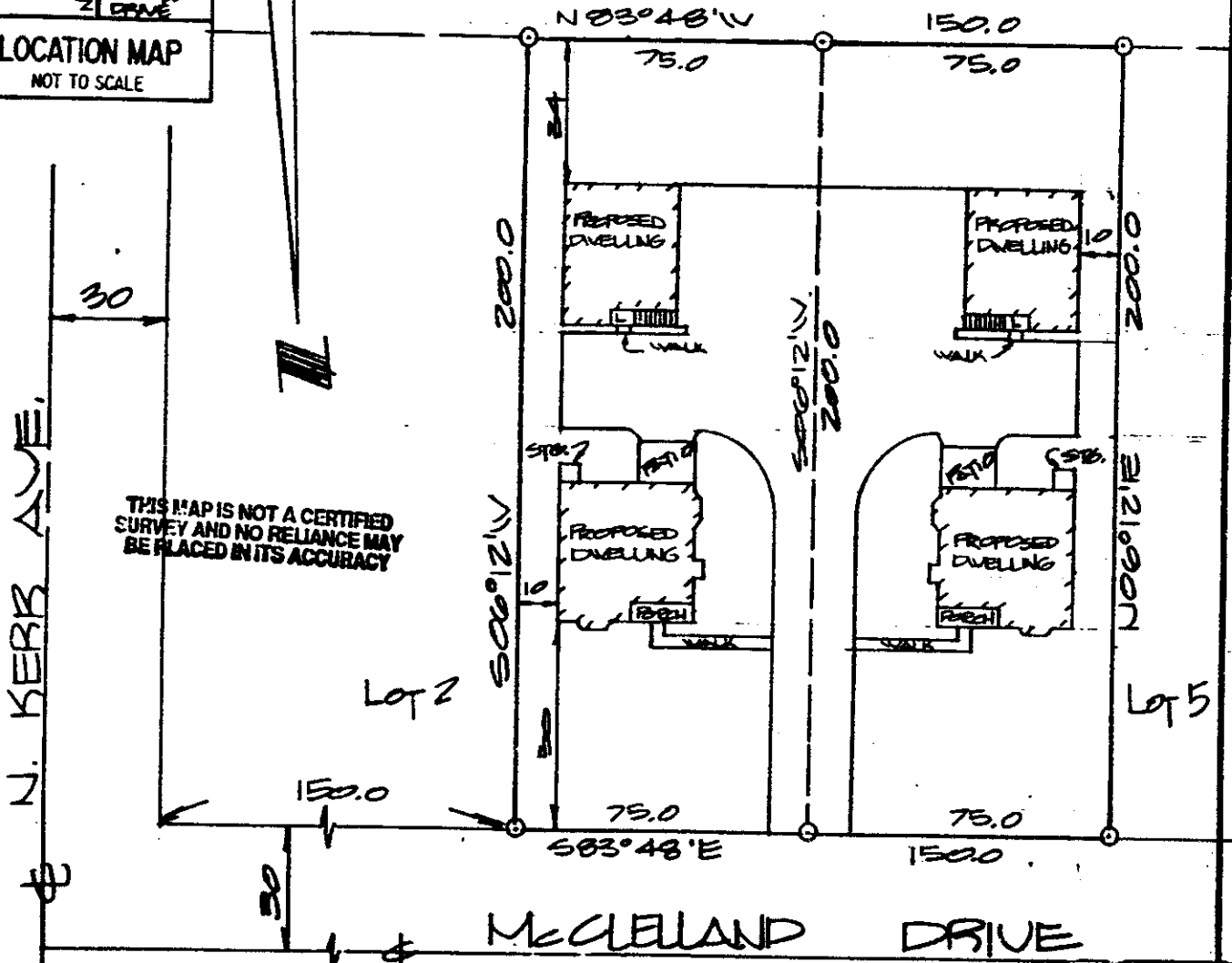
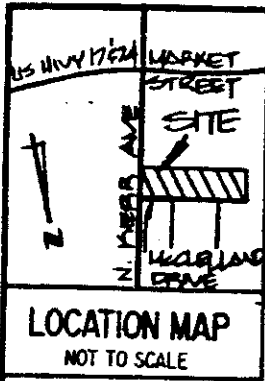
is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

MARY SUE OOTS, REGISTER OF DEEDS FOR NEW HANOVER COUNTY

By: Joeguelia Nelson  
Deputy ~~Notary~~ Register of Deeds

1971 0351

FOUNDATION OF U.N.C.W., INC.



SURVEY REF:

0.079 Ac. ± (TOT.)

PLOT PLAN for

DOUGLAS MILLER

LOTS 3 & 4 SECTION \_\_\_\_\_ SUBDIVISION McCLELLAND WOODS

WILMINGTON TOWNSHIP NEW HANOVER CO. N.C.

SCALE 1" = 40'

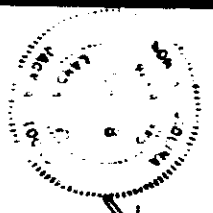
JACK G. STOCKS

DATE 9-6-95

JACK G. STOCKS  
N.C. Registration No. L-856



NEW HAMPSHIRE COUNTY  
 SUPERVISOR JOHN S. STROOK HAS REVIEWED THIS PLAT AND FOUND IT TO BE IN ACCORDANCE WITH THE ACTUAL SURVEY MADE AND THE RECORDS OF THE COUNTY AND CITY OF PORTSMOUTH. THE SURVEY HAS BEEN FOUND TO BE ACCURATE AND THE PLAT IS HEREBY APPROVED AS SHOWN ON THE PLAT AND THE RECORDS OF THE COUNTY AND CITY OF PORTSMOUTH. THE PLAT IS HEREBY APPROVED AS SHOWN ON THE PLAT AND THE RECORDS OF THE COUNTY AND CITY OF PORTSMOUTH. THE PLAT IS HEREBY APPROVED AS SHOWN ON THE PLAT AND THE RECORDS OF THE COUNTY AND CITY OF PORTSMOUTH.

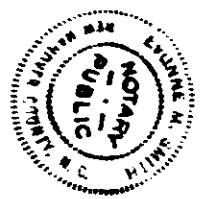


*Jack E. Strook*  
 JACK E. STROOK  
 N.C. REGISTRATION NO. 1-488

THIS PLAT IS OF A SURVEY THAT CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

*Jack E. Strook*  
 JACK E. STROOK

NEW HAMPSHIRE COUNTY  
 SUPERVISOR JOHN S. STROOK HAS REVIEWED THIS PLAT AND FOUND IT TO BE IN ACCORDANCE WITH THE ACTUAL SURVEY MADE AND THE RECORDS OF THE COUNTY AND CITY OF PORTSMOUTH. THE SURVEY HAS BEEN FOUND TO BE ACCURATE AND THE PLAT IS HEREBY APPROVED AS SHOWN ON THE PLAT AND THE RECORDS OF THE COUNTY AND CITY OF PORTSMOUTH. THE PLAT IS HEREBY APPROVED AS SHOWN ON THE PLAT AND THE RECORDS OF THE COUNTY AND CITY OF PORTSMOUTH.



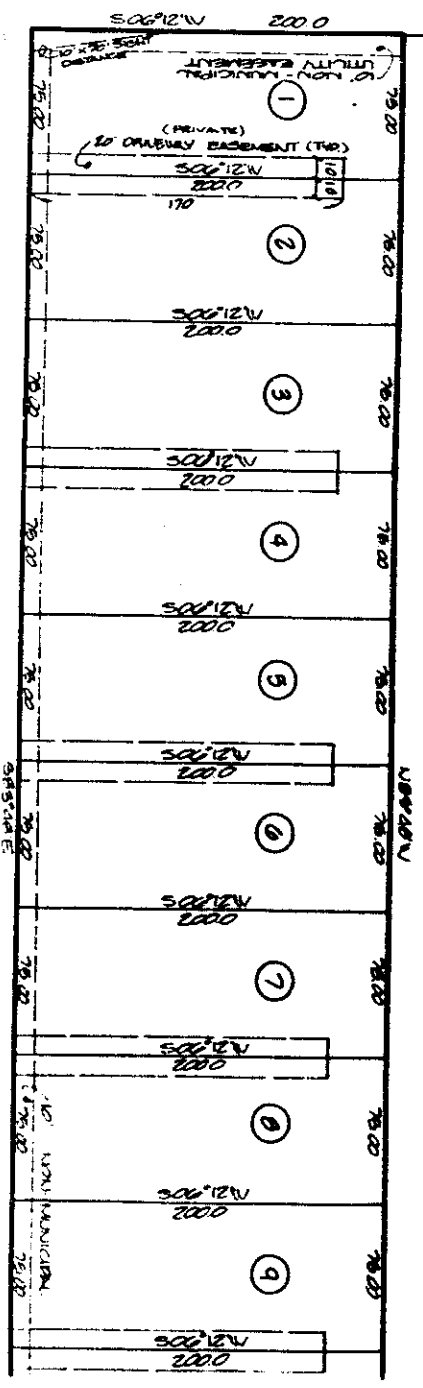
*Edward M. Smith*  
 EDWARD M. SMITH  
 NOTARY PUBLIC  
 BY COMMISSION EXPIRES 11/14/98

CERTIFICATE OF COMMISSION, EXPIRATION AND ASSIGNMENT:  
 I, THE NOTARY PUBLIC, HAVE THE HONOR TO CERTIFY THAT THE SIGNATURE AND SEAL OF THE NOTARY PUBLIC, JOHN S. STROOK, HAS BEEN REVIEWED AND FOUND TO BE IN ACCORDANCE WITH THE ACTUAL SURVEY MADE AND THE RECORDS OF THE COUNTY AND CITY OF PORTSMOUTH. THE SURVEY HAS BEEN FOUND TO BE ACCURATE AND THE PLAT IS HEREBY APPROVED AS SHOWN ON THE PLAT AND THE RECORDS OF THE COUNTY AND CITY OF PORTSMOUTH. THE PLAT IS HEREBY APPROVED AS SHOWN ON THE PLAT AND THE RECORDS OF THE COUNTY AND CITY OF PORTSMOUTH.

10/5/95  
*Robert C. Hill*  
 ROBERT C. HILL  
 OWNER

FOUNDATION OF UNCW, INC.  
 PARCEL 2  
 DEED BOOK 1288, PAGE 015

KERR AVENUE



11/11/11 11:11